

**BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA  
DOCKET NO. 2020-\_\_\_\_-C**

Application of	)	
	)	
<b>Uniti National LLC</b>	)	
	)	
for a Certificate of Public Convenience	)	<b>APPLICATION</b>
and Necessity to Provide Local Exchange	)	
(Including Exchange Access) and	)	
Interexchange Telecommunications	)	
Services in the State of South Carolina,	)	
and for Alternative Regulation and	)	
Flexible Regulation	)	

Uniti National LLC (“Uniti National” or “Applicant”), by undersigned counsel and pursuant to South Carolina Code Sections 58-9-280 and 58-9-310, and the rules and regulations of the Public Service Commission of South Carolina (“Commission”), hereby requests the issuance of a Certificate of Public Convenience and Necessity (“CPCN”) to Applicant to provide facilities-based and resold local exchange (including exchange access) and interexchange telecommunications services throughout the State of South Carolina.

Further, pursuant to S.C. Code §58-9-585 and the general regulatory authority of the Commission, Applicant also requests that the Commission regulate its interexchange service offerings as described below in accordance with the principles and procedures established for alternative regulation in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. Applicant also requests flexible regulation for its local exchange telecommunications services in accordance with procedures authorized in Order No. 98-165 in Docket No. 97-467-C.

Applicant submits the following information in support of its Application.

**I. INTRODUCTION**

**A. The full name, address, and contact information for Applicant:**

Uniti National LLC  
10802 Executive Center Drive  
Benton Bldg., Suite 300  
Little Rock, AR 72211  
Tel: 501-850-0820  
Fax: 501-537-0769

Contact person and address at Applicant is:

Jeffrey R. Strenkowski  
Vice President, Deputy General Counsel of Governmental Affairs  
Uniti Group Inc.  
10802 Executive Center Drive  
Benton Building, Suite 300  
Little Rock, Arkansas 72211  
Tel: 501-458-4397  
[jeffrey.strenkowski@uniti.com](mailto:jeffrey.strenkowski@uniti.com)

**B. Correspondence concerning this Application should be directed to:**

Jack Pringle  
Adams and Reese, LLP  
1501 Main Street, 5th Floor  
Columbia SC 29201  
Tel: 803-343-1270  
[jack.pringle@arlaw.com](mailto:jack.pringle@arlaw.com)

With a copy to:

Ronald W. Del Sesto, Jr.  
Stephany Fan  
Morgan Lewis & Bockius LLP  
1111 Pennsylvania Ave., N.W.  
Washington, DC 20004  
Tel: 202-739-3000  
Fax: 202-739-3001  
[ronald.delsesto@morganlewis.com](mailto:ronald.delsesto@morganlewis.com)  
[stephany.fan@morganlewis.com](mailto:stephany.fan@morganlewis.com)

**C. In support of this Application, the following exhibits are attached hereto:**

Exhibit A – Formation Documents

Exhibit B – Authority to Transact Business

Exhibit C – Proposed Tariff

Exhibit D – Management Biographies

**II. DESCRIPTION OF THE APPLICANT**

**A. General Information**

Applicant is a Delaware limited liability company formed on May 7, 2020. Applicant is indirectly and wholly owned by Uniti Group Inc. (“Uniti Group” and together with its subsidiaries, “Uniti”), a Maryland corporation (NASDAQ: UNIT) headquartered in 10802 Executive Center Drive Benton Bldg., Suite 300, Little Rock, AR 72211. Uniti Group is a publicly traded real estate investment trust that engages in the acquisition and construction of infrastructure utilized by the communications industry. Uniti Group does not provide telecommunications services in its own right. It owns and operates a number of licensed telecommunications providers in the District of Columbia and a number of states. A copy of Applicant’s formation documents is attached hereto as **Exhibit A**. A copy of Applicant’s Certificate of Authority to Transact Business as a foreign entity in South Carolina is attached hereto as **Exhibit B**.

**B. Description of Proposed Services**

Applicant seeks authority to provide facilities-based and resold local exchange, exchange access, and interexchange telecommunications services. Applicant has recently acquired certain fiber optic assets (telephone plant, line or system) from certain of Windstream Holdings Inc.’s competitive local exchange carrier subsidiaries (collectively, “Windstream”) and has granted a 20-year indefeasible right of use (“IRU”) to Windstream for those fiber assets that Windstream uses to provide services. Applicant will have access to lease, sell or otherwise utilize those fiber assets that are not

being granted back to Windstream. Applicant may sublease those facilities to one or more of its affiliates that have operating authority to do business in South Carolina, or may itself provision services to business customers, other carriers, or other third parties. Using the spare capacity on fiber assets not granted back to Windstream via the IRU, Applicant may itself provision services to business customers, other carriers, or other third parties. Applicant does not currently anticipate providing any service besides private line services (i.e., high-capacity backhaul Ethernet), but may provide other arrangements such as dark fiber, fiber spectrum leases, or other high-capacity services.

Applicant will primarily serve enterprise and carrier customers. Applicant does not have plans to provide retail switched voice services, including dial-tone, to end-user customers in South Carolina, but seeks authority to do so. To the extent Applicant provides voice telephone services in the future, Applicant intends to use the existing local exchange boundaries and established local calling scope of the incumbent local exchange carriers in South Carolina. Applicant does not intend to provide retail residential local exchange services in South Carolina, and therefore the bond requirement set out in 10 S.C. Code Ann. Regs. 103-607 does not apply to the Applicant. In the event Applicant provides retail residential local exchange services in South Carolina, Applicant will comply with the provisions of 10 S.C. Code Ann. Regs. 103-607. Applicant will comply with all applicable Commission rules, regulations and standards, and will provide safe, reliable and high-quality telecommunications services in South Carolina.

Applicant has not yet entered into or requested interconnection/resale agreements in South Carolina as such agreements are not required to provide the services it will offer as described above.

Applicant's proposed tariff, setting forth the terms, conditions, rates, charges and regulations pursuant to which Applicant proposes to provide regulated telecommunications service is provided as Exhibit C.

### **C. Customer Service**

Applicant's planned service offerings will meet or exceed the Commission's quality of service requirements. In addition, connectivity of Applicant's network will not impair the statewide public switched network. To ensure top-quality service, Applicant will primarily rely on its affiliate, Uniti Fiber LLC, to perform network and equipment maintenance necessary to ensure compliance with any quality of service requirements and will comply with all applicable Commission rules, regulations and standards and will provide safe, reliable and high-quality telecommunications services within South Carolina. Customers with complaints or inquiries should contact the Company toll free at 877-652-2321.

Customers may also contact the Company by email at [NOC@uniti.com](mailto:NOC@uniti.com), or by mail to:

Network Operations Center  
107 St. Francis Street, Ste. 1800  
Mobile, AL 36602

## **III. QUALIFICATIONS OF UNITI NATIONAL**

Applicant possesses the requisite financial, technical and managerial capabilities to operate as a competitive telecommunications provider as described in further detail below.

### **A. Financial Qualifications**

Applicant possesses the requisite financial resources to provide local exchange and competitive intrastate telecommunications service in South Carolina. Given that Applicant does not maintain financial statements separate from the consolidated financial statements of Applicant's parent company, Uniti Group Inc., for purposes of this Application, Applicant will rely on the financial statements of Uniti Group Inc. to demonstrate Applicant's financial qualification to operate within the State of South Carolina. Uniti Group's 10-K is available at: <https://www.sec.gov/Archives/edgar/data/0001620280/000156459020010520/uniti->

[10k\\_20191231.htm](#). As shown therein, Applicant is financially qualified to operate within the State of South Carolina.

**B. Technical and Managerial Qualifications**

Applicant is managerially and technically qualified to provide competitive local exchange and competitive intrastate telecommunications services in South Carolina. Applicant will be managed by the management team of its ultimate parent company Uniti Group Inc. that will provide extensive telecommunications business, technical, and managerial expertise to Applicant. Biographies of key management personnel of Applicant, who are responsible for the Applicant's operations, are attached as **Exhibit D**. As noted in the biographies, applicant's operations will be overseen by a well-qualified management team with substantial telecommunications experience and technical expertise.

The following is a list of Applicant's corporate officers and directors:

<b>Name</b>	<b>Title</b>
Kenneth Gunderman	President and Chief Executive Officer
Mark Wallace	Executive Vice President – Chief Financial Officer and
Treasurer	
Daniel Heard	Executive Vice President – General Counsel and Secretary
Mike Friloux	Senior Vice President – Chief Technology Officer
Ronald J. Mudry	Senior Vice President – Chief Revenue Officer
Andy Newton	Senior Vice President – Fiber Operations
Greg Ortyl	Senior Vice President – Leasing Strategy
Blake Schuhmacher	Senior Vice President – Chief Accounting Officer
Keith Harvey	Senior Vice President – Deputy General Counsel
Jennifer Ragsdale	Senior Vice President – Human Resources
Allison Taylor	Senior Vice President – Operations
Arnoud Krijt	Senior Vice President – Corporate Development
Sasibeh Beyene	Senior Vice President – Tax
Jeffrey Strenkowski	Vice President – Deputy General Counsel of Governmental
Affairs	
Julie Plowman	Vice President – Deputy General Counsel
Kelly McGriff	Vice President – Deputy General Counsel
Ricky Chura	Vice President – Chief Information Officer
William Ditullio	Vice President – Investor Relations and FP&A

**Directors**

Kenny Gunderman - President and Chief Executive Officer

Francis X. (Skip) Frantz - Chairman

David Solomon - Director

Jennifer Banner - Director

Scott Bruce - Director

Carmen Perez-Carlton – Director

All officers and directors may be reached at Applicant's principal place of business provided above.

**IV. WAIVERS AND REGULATORY COMPLIANCE**

Applicant requests that, pursuant to 10 S.C. Reg. 103-601(3), the Commission waive the following Commission Rules:

1. **10 S.C. Reg. 103-610:** Applicant requests a waiver of the requirement in Rule 103-610 that all records required under the rules be kept within the State. Applicant maintains its records at its principal offices in its operational headquarters at 10802 Executive Center Drive, Benton Bldg., Suite 300, Little Rock, AR 72211. As such, maintaining a separate set of books and records in South Carolina for Applicant's South Carolina operations would be unduly costly and burdensome. Applicant states that all such books and records shall be provided to the Commission Staff or the Office of Regulatory Staff ("ORS") in a timely manner upon request, and will also make those books and records available to the Commission Staff or the ORS its offices in Arizona.

2. **10 S.C. Reg. 103-611:** Applicant requests that it be exempt from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulation. Applicant will not be subject to rate base regulation and therefore should not be subject to USOA requirements. Applicant maintains its books in accordance with Generally Accepted Accounting Principles ("GAAP").

3. **10 S.C. Reg. 103-631:** Additionally, Applicant seeks a waiver of 10 S.C. Code Ann. Regs. 103-631 so that it will not be required to publish local exchange directories. To the extent that the Applicant provides retail local exchange service in the future, Applicant will contract with at least one incumbent local exchange carrier (or its directory publishing affiliate) for the inclusion of the Applicant's customer databases in an appropriate directory.

4. In addition to the above requested waivers, Applicant reserves the right to seek any regulatory waivers which may be required for Applicant to compete effectively in the South Carolina telecommunications market.

5. **Flexible Regulation of Local Exchange Services:** Applicant respectfully requests that its local service offerings be regulated in accordance with procedures outlined in Order No. 98-165 in Docket No. 97-467-C.

6. **Alternative Regulation of Business Service Offerings.** Applicant requests that all of its business service offerings be regulated pursuant to the procedures described and set out in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. It is Applicant's intent by this request to have its business services regulated in the same manner as this Commission has permitted for AT&T Communications of the Southern States, Inc. ("AT&T"). Specifically, Applicant requests that the Commission:

- a. remove the maximum rate tariff requirements for its business services, private line, and customer network-type offerings;
- b. presume that the tariff filings for these uncapped services be valid upon filing. However, if the Commission institutes an investigation of a particular filing within seven (7) days, the tariff filing would be suspended until further order of the Commission; and



- c. grant Applicant the same treatment as AT&T in connection with any future relaxation of the Commission's reporting requirements.

## **V. PUBLIC INTEREST CONSIDERATIONS**

The grant of this Application will promote the public interest by increasing competition in the provision of telecommunications services in South Carolina. In addition to driving prices closer to costs, thereby ensuring just and reasonable rates, competition also promotes efficiency in the delivery of services and in the development of new services. These benefits work to maximize the public interest by providing continuing incentives for carriers to reduce costs while, simultaneously, promoting the availability of potentially desirable services. Applicant's operations will be overseen by a well-qualified management team with substantial telecommunications experience and technical expertise. Applicant will provide customers high quality, cost effective telecommunications services, with an emphasis on customer service.

The grant of this Application is consistent with S.C. Code Ann. Sec. 58-9-280(B), as amended by 1996 Act No. 354. Applicant makes the following representations:

- a. Applicant possesses the technical, managerial and financial resources sufficient to provide the services described in this application;
- b. Applicant's local exchange services will meet the service standards required by the Commission;
- c. The provision of local exchange services by Applicant will not adversely impact the availability of affordable local exchange service;
- d. Applicant, to the extent required by this Commission, will participate in the support of universally available telephone service at affordable rates;
- e. The provision of local exchange service by Applicant will not adversely impact the public interest.

## **VI. CONCLUSION**

For the reasons stated above, Applicant respectfully requests that the Commission expeditiously grant this Application for the authority to provide all types of facilities-based and resold

local exchange, exchange access and interexchange telecommunications services, grant Uniti National's request for alternative and flexible regulation and the waivers described herein, and grant such other relief as is just and proper.

Respectfully submitted,

By: s/John J. Pringle, Jr.  
John J. Pringle, Jr.  
Adams and Reese, LLP  
1501 Main Street, 5<sup>th</sup> Floor  
Columbia SC 29201  
Tel. 803-343-1270

*Counsel for Uniti National LLC*

Dated: December 18, 2020

**LIST OF EXHIBITS**

- |           |   |                                |
|-----------|---|--------------------------------|
| Exhibit A | — | Formation Documents            |
| Exhibit B | — | Authority to Transact Business |
| Exhibit C | — | Proposed Tariff                |
| Exhibit D | — | Management Biographies         |

**EXHIBIT A**

**Formation Documents**

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE CERTIFICATE OF FORMATION OF "UNITI NATIONAL LLC",  
FILED IN THIS OFFICE ON THE SEVENTH DAY OF MAY, A.D. 2020, AT  
9:42 O`CLOCK A.M.



7961148 8100  
SR# 20203557899

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

Authentication: 202891952  
Date: 05-07-20

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 09:42 AM 05/07/2020  
FILED 09:42 AM 05/07/2020  
SR 20203557899 - File Number 7961148

**CERTIFICATE OF FORMATION**  
**OF**  
**UNITI NATIONAL LLC**

This Certificate of Formation of Uniti National LLC (the “**Company**”) is being duly executed and filed by Uniti Group Finance Inc., as an authorized person, to form a limited liability company pursuant to the provisions of the Delaware Limited Liability Company Act (6 *Del. C.* '18-201, *et seq.*).


FIRST: The name of the limited liability company formed hereby is Uniti National LLC.

SECOND: The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, City of Wilmington, County of New Castle, Delaware 19808.

THIRD: The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 251 Little Falls Drive, City of Wilmington, County of New Castle, Delaware 19808

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 7th day of May, 2020.

**UNITI GROUP FINANCE INC., its sole Member**

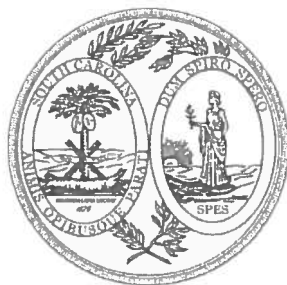
By:   
Name: Daniel Heard  
Title: Executive Vice President,  
General Counsel and  
Secretary

**EXHIBIT B**

**Authority to Transact Business**



# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Authority**

**I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:**

Uniti National LLC, a limited liability company duly organized under the laws of the State of Delaware, and issued a certificate of authority to transact business in South Carolina on December 8th, 2020, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-1006, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great Seal  
of the State of South Carolina this 9th day  
of December, 2020.

  
Mark Hammond, Secretary of State

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

Filing ID: 201209-0916366

Filing Date: 12/08/2020

Dec 09 2020  
REFERENCE ID: 663303

**STATE OF SOUTH CAROLINA  
SECRETARY OF STATE**

  
SECRETARY OF STATE OF SOUTH CAROLINA

**RE A CERTIFICATE OF AUTHORITY BY A FOREIGN LIMITED LIABILITY COMPANY  
TO TRANSACT BUSINESS IN SOUTH CAROLINA**

The following Foreign Limited Liability Company applies for a Certificate of Authority to Transact Business in South Carolina in accordance with Section 33-44-1002 of the 1976 S.C. Code of Laws, as amended.

1. The name of the foreign limited liability company which complies with Section 33-44-1005 of the 1976 S.C. Code of Laws, as amended is:

Uniti National LLC

2. The name of the State or Country under whose law the company is organized is Delaware

3. The street address of the Limited Liability Company's principal office is  
10802 Executive Center Drive, Benton Building, Suite 300

(Street Address)

Little Rock, Arkansas 72211

(City, State, Zip Code)

4. The address of the Limited Liability Company's current designated office in South Carolina is  
1703 Laurel Street

(Street Address)

Columbia, South Carolina 29201

(City, State, Zip Code)

5. The street address of the Limited Liability Company's initial agent for service of process in South Carolina is  
1703 Laurel Street

(Street Address)

Columbia

(City)

South Carolina 29201

(Zip Code)

And the name of the Limited Liability Company's agent for service of process at the address is:

Corporation Service Company

(Name)

(Signature of Agent)

6. ☐ Check this box only if the duration of the company is for a specified term, and if so, the period specified

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

Dec 09 2020

REFERENCE ID: 663303

  
SECRETARY OF STATE OF SOUTH CAROLINA

Uniti National LLC

Name of Limited Liability Company

7. ☒ Check this box if the company is manager-managed. If so, list the names and business addresses of each manager.

(a)

Daniel Heard

(Name)

10802 Executive Center Drive, Benton Building, Suite 300

(Address)

Little Rock, Arkansas 72211

(City, State, Zip Code)

(b)

(Name)

(Address)

(City, State, Zip Code)

8. ☐ Check this box if one or more of the members of the foreign limited liability company are to be liable for the company's debt and obligation under a provision similar to Section 33-44-303(c) of the 1976 S.C. Code of Laws, as amended.

Date: 12/08/2020

Signed as Authorized Signature: Daniel Heard

Signature

Daniel Heard

Name

Manager

Capacity/Title

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

Dec 09 2020  
REFERENCE ID: 663303

  
SECRETARY OF STATE OF SOUTH CAROLINA

# Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY "UNITI NATIONAL LLC" IS DULY FORMED  
UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND  
HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS  
OF THE EIGHTH DAY OF DECEMBER, A.D. 2020.*

*AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN  
ASSESSED TO DATE.*



7961148 8300

SR# 20208592704

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State

Authentication: 204264102

Date: 12-08-20

**EXHIBIT C**

**Proposed Tariff**

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**TITLE SHEET****UNITI NATIONAL LLC**

This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business. The Company's telephone number is: 877-652-2321.

**NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES**

The Public Service Commission of South Carolina ("Commission" or "SCPSC") requires that each telephone company's Terms and Conditions comply with and not conflict with regulations and requirements of South Carolina Statutes, S.C. Code Sections 58-9-10 et seq. and the regulations found in South Carolina Code Binder 26, Chapter 103, and Article 6. Any provision in these Terms and Conditions or rate schedules that conflicts with a South Carolina statute or SCPSC rule is inapplicable and will not be enforceable. The following regulations apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

Sub article 1 – General

Sub article 2 – Records and Reports including Complaints, Accidents, Interruption of Service, and Service Reports

Sub article 3 – Customer Relations including Standards for Customer Deposits, Billing, Denial or Discontinuance of Service, Directories and Termination of Service

Sub article 4 – Engineering

Sub article 5 – Inspection and Tests

Sub article 6 – Standards and Quality of Service

Sub article 7 – Safety

Sub article 8 – Telecommunication Relay Service Advisory Committee

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Issued: December 18, 2020

Effective: \_\_\_\_\_, 2020

Issued By: Jeffrey R. Strenkowski  
10802 Executive Center Drive  
Suite 300  
Little Rock, Arkansas 72211

# CHECK SHEET

The sheets of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	26	Original
2	Original	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
6	Original	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
10	Original	35	Original
11	Original	36	Original
12	Original		
13	Original		
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21	Original		
22	Original		
23	Original		
24	Original		
25	Original		

\* New or Revised Page

Issued: December 18, 2020

Effective: \_\_\_\_\_, 2020

Issued By: Jeffrey R. Strenkowski  
10802 Executive Center Drive  
Suite 300  
Little Rock, Arkansas 72211

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Issued: December 18, 2020

Effective: \_\_\_\_\_, 2020

Issued By: Jeffrey R. Strenkowski  
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Suite 300  
Little Rock, Arkansas 72211



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**TARIFF FORMAT**

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check sheet for the page currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. **Check Sheets** - When a tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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Issued: December 18, 2020

Effective: \_\_\_\_\_, 2020

Issued By: Jeffrey R. Strenkowski  
10802 Executive Center Drive  
Suite 300  
Little Rock, Arkansas 72211

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**EXPLANATION OF SYMBOLS**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify a changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify a rate increase.
- (M) To signify matter relocated without change.
- (N) To signify new rate or regulation.
- (R) To signify reduction.
- (T) To signify change in text but no change in rate or regulation.

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Issued: December 18, 2020

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Little Rock, Arkansas 72211

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**SECTION 1 - TERMS AND ABBREVIATIONS****Central Office**

A switching unit, in a telecommunications system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building.

**Channel**

A path for communication between two or more stations or telephone central offices, furnished in such a manner as the facility may be provided, either by carrier, radio or a combination thereof, or by a single physical facility or route.

**Circuit**

A channel used for the transmission of energy in the furnishing of telephone and other communications service.

**Commission**

Refers to the South Carolina Public Service Commission

**Company**

Refers to Uniti National LLC, the issuer of this tariff

**Individual Case Basis (ICB)**

A service arrangement in which the regulation of rates, terms, conditions and charges are developed based on the specific circumstances of the case.

**Interexchange Private Line Service**

Provides circuits that are specifically dedicated to Customer's use between two (2) points within two (2) different local exchanges specified by the Company and Customer in a Service Order.

**LATA**

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATIONS, Inc. Tariff F.C.C. No. 4.

**Local Private Line Service**

Provides circuits that are specifically dedicated to Customer's use between two (2) points within the same local exchange specified by the Company and Customer in a Service Order.

**Multiplexing**

The act of combining a number of individual message circuits for transmission over a common transmission path.

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Issued: December 18, 2020

Effective: \_\_\_\_\_, 2020

Issued By: Jeffrey R. Strenkowski  
10802 Executive Center Drive  
Suite 300  
Little Rock, Arkansas 72211

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**SECTION 1 - TERMS AND ABBREVIATIONS (Cont'd)****Multiplexing Hub**

A Company designated central office at which the multiplexing functions are to channelize analog or digital facilities to individual services requiring a lower capacity or bandwidth.

**Network**

Refers to the Company's facilities, equipment, and services provided under this Tariff.

**ORS**

Refers to the South Carolina Office of Regulatory Staff.

**Service Commencement Date**

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

**Service Order**

The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligation of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

**User**

A Customer, joint user, or any other person authorized by a Customer to use service provided under this tariff.

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**SECTION 2 - RULES AND REGULATIONS****2.1     Application of Tariff**

This tariff contains the regulations and rates applicable to dedicated telecommunications services provided by the Company to business customers only. The services described in this tariff are not offered to residential customers. This tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating, terminating, or completing intrastate communications between points within the State of South Carolina and the Customer has not entered into an agreement with the Company regulating the ICB rates, terms, conditions and charges. A communication is "intrastate" only if all points of origination and termination are located within the State.

**2.2     Scope**

The Company undertakes to furnish dedicated services in accordance with the terms and conditions set forth in this Tariff except where the Company has entered into an agreement with a Customer regulating the ICB rates, terms, conditions and charges. The provision of service under this tariff shall not create a partnership or joint venture between the Company and Customer.

**2.3     Shortage of Equipment and Facilities**

All service is subject to the availability of suitable facilities and where the Company can secure acceptable arrangements with underlying suppliers (for resold or other leased services). The Company may deny service, limit the length of service, or discontinue furnishing services when necessary because of the lack of acceptable transmission medium capacity, the unavailability of equipment and facilities, or because of any causes beyond its control.

**2.4     Terms and Conditions**

- 2.4.1**   Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

- 2.4.2 Services requested by a Customer under this tariff shall be requested on service order forms ("Service Orders") in effect from time to time that shall contain or reference this tariff, the name of the Customer, a specific description of the service ordered and applicable bandwidth, the requested start date ("Requested Start Date"), the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company to supplement the terms and conditions contained in this Tariff.
- 2.4.3 The Company will make reasonable efforts to meet a Customer's Requested Start Date. In the event that a Requested Start Date is altered, Customer's Requested Start Date will be changed to reflect the number of days of delay or advance, as appropriate (the "Service Commencement Date").
- 2.4.4 The Company's standard service implementation interval for services provided on the Company's owned and operated facilities is forty-five (45) days from acceptance of a Service Order by the Company's Customer Care department. Such acceptance shall be indicated by the signature of a representative of such department on the Service Order. The standard service implementation interval for services provided by a third party and either partially or wholly off of the Company's owned and operated network shall be determined on an ICB. The Company shall make reasonable efforts to provide services within its standard service implementation interval or on Customer's Requested Start Date and shall not be liable to pay to the Customer any penalties or damages for Company's failure to meet such standard service implementation intervals.
- 2.4.5 Services shall be deemed to begin on the date the Company issues notice that service is available (the "Service Commencement Date"), unless the Company receives written notice from the Customer within two (2) business days after the Company's issuance of notice that service is available, stating that the service is in material non-compliance with applicable technical specifications.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.5     Limitations on Liability**

- 2.5.1    Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including, but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of Outage Credits to the Customer for interruptions in service as set forth in section 2.15 of this Tariff.
- 2.5.2    Except for the extension of Outage Credits to the Customer for interruptions in service, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including but not limited to any act or omission, failure to perform, delay, interruption, failure to provide any service, or any failure or breakdown of facilities associated with the service.
- 2.5.3    The Company shall not be liable for any claims for loss or damages involving:
- A.      Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment, or facilities for use in conjunction with services or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
  - B.      Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars, or other civil disturbances; strikes, lockouts, work stoppages, or other labor difficulties; criminal actions taken against the Company; unavailability, failure, or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation, or other action of any governing authority or agency thereof;
  - C.      Any unlawful or unauthorized use of the Company's facilities and services;
  - D.      Libel, slander, invasion of privacy, or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

- E. Breach in the privacy or security of communications transmitted over the Company's facilities;
  - F. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
  - G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
  - H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 2.5.4 The Company and the Customer shall defend, indemnify and hold harmless the other against and from any and all claims for property damage, physical personal injury or wrongful death to the extent that such arises out of the gross negligence or willful misconduct of the respective indemnifying party, its employees, agents, or contractors in connection with the provision or use of service or other performance.
- 2.5.5 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN. THE OUTAGE CREDITS REMEDY SET FORTH IN SECTION 2.15 IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO CUSTOMER AND IS IN LIEU OF ALL OTHER REMEDIES.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.5.6 Customers shall make all arrangements with copyright holders, music licensing organizations, performers' representatives or other parties for necessary authorizations, clearances or consents with respect to transmission contents ("Consents"). Customers shall indemnify and hold harmless the Company and Providers (as defined below) against and from any court, administrative or agency action, suit or similar proceeding, whether civil or criminal, private or public, brought against Providers arising out of or related to the contents transmitted hereunder (over Company's network or otherwise) including, but not limited to, claims, actual or alleged, relating to any violation of copyright law, export control laws, failure to procure Consents, failure to meet governmental or other technical broadcast standards, or that such transmission contents are libelous, slanderous, an invasion of privacy, pornographic, or otherwise unauthorized or illegal. Providers shall be defined to include the Company, any third party or affiliated provider, operator or maintenance/repair contractor of facilities employed in connection with the provision of services under this tariff. The Company may terminate or restrict any transmissions over the network if, in its judgment, (a) such actions are reasonably appropriate to avoid violation of applicable law; or (b) there is a reasonable risk that criminal, civil or administrative proceedings or investigations based upon the transmission contents shall be instituted against Providers. Customer agrees not to use services for any unlawful purpose, including without limitation any use that constitutes or may constitute a violation of any local, state or federal obscenity law.

2.6 Testing and Adjusting

Upon reasonable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such test, adjustments, or inspections.

2.7 Provision of Equipment and Facilities

2.7.1 The Customer has sole responsibility for installation, testing and operation of facilities, services and equipment ("Customer Facilities") other than those specifically provided by the Company as part of the services described in a Service Order. In no event will the untimely installation or non-operation of Customer Facilities relieve Customer of its obligation to pay charges for service after the Service Commencement Date.

2.7.2 Any equipment provided by the Customer must be itemized on a schedule listing all such Customer-provided equipment and appended to the Service Order to which use of that equipment relates ("Customer Equipment Inventory"). The Company shall not be obligated to provide service if the Customer will be providing any of its own equipment unless and until such equipment is itemized on the applicable Customer Equipment Inventory.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.7.3 Title to all facilities provided by the Company, its agents, contractors, or suppliers in accordance with this tariff remains in the Company, its agents, contractors, or suppliers.

2.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction charges will be determined as described herein on an ICB. Special construction is that construction undertaken:

1. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
2. of a type other than that which the Company would normally utilize in the furnishing of its services;
3. over a route other than that which the Company would normally utilize in the furnishing of its services;
4. in a quantity greater than that which the Company would normally construct;
5. on an expedited basis;
6. where a change in service is made after the service has been installed;
7. on a temporary basis until permanent facilities are available;
8. involving abnormal costs; or
9. in advance of its normal construction.

2.9 Prohibited Uses

2.9.1 The services the Company offers shall not be used for any unlawful purpose or for any use that the Customer has not obtained all required governmental approvals, authorization, licenses, consents, and permits.

2.9.2 The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

- 2.9.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 2.9.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights or obligations associated with the service without the written consent of the Company. Any such assignment or transfer of Customer's rights or obligations without such consent shall entitle the Company to terminate service, at its option, upon ten (10) days' prior written notice to Customer.
- 2.10 Customer Premises Provisions
- 2.10.1 The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- 2.10.2 The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.
- 2.11 Liability of the Customer
- 2.11.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.11.2 To the extent caused by any negligent or intentional act of the Customer as described in 2.11.1, preceding, the Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.12 Customer Equipment and Channels****2.12.1 Interconnection of Facilities**

- A. Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Company makes no guarantees or warranties as to the performance of Customer provided equipment.
- B. In the event the Customer should desire to collocate Customer owned equipment in a facility owned (or leased) and operated by the Company for the purpose of interconnecting the Customer owned equipment with the Company's network, the Customer and Company shall enter into an ICB agreement specifying the terms and conditions relating to such collocation.

**2.12.2 Inspections**

The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

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**2.13 Customer Deposits****2.13.1 General**

- A. To safeguard its interests, the Company may, at any time prior to or after the Service Commencement Date, require a Customer to post a deposit or irrevocable letter of credit, at the Company's option, to secure the Customer's payment for the term of the service requested. The amount of the security deposit shall be a maximum amount equal to two months estimated usage, but may vary with the Customer's credit history and projected usage.
- B. The Customer shall be apprised that after two years of service the account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff and S.C. Code §103-621.5, the deposit shall be refunded in full. When a service is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance will be refunded. Before the service is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- C. Simple interest will be credited or paid to the Customer at the rate prescribed by the Commission while the Company holds the deposit. Interest rates applied to Business Customers' deposits held by Company are calculated in conformance with Commission Rule 103-621.3 and applicable Commission Order.

**2.13.2 Failure to Post a Deposit**

Should a Customer fail to post a deposit or letter of credit as may be required by the Company within fifteen (15) days of the Company's notice of such a requirement, or should the Customer fail to abide by the terms of any letter of credit or deposit agreement, the Company may deny service prior to the Requested Service Date or terminate service after the Service Commencement Date upon thirty (30) days' notice to the Customer.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

2.14 Payment Arrangements

2.14.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A. Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, fees, or surcharges (however designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services by Customer.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.14.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Except as otherwise stated in a Service Order, non-recurring charges are billed following receipt of the service by the Customer and are due and payable within thirty (30) days after the date of the invoice ("Due Date").
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable with thirty (30) days after the date of the invoice ("Due Date"). When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days. Prorated charges are billed following receipt of service and are due and payable within thirty (30) days after the date of the invoice ("Due Date").
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use.
- E. The Company may make billing adjustments for a period of two (2) years after the Due Date of an invoice, or two (2) years after the date a service is rendered, whichever is later.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

- F. If any portion of the payment is received by the Company after the Due Date, or if any portion of the payment is received by the Company in funds that are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
- 1) a rate of 1.5 percent per month; or
  - 2) the highest interest rate that may be applied under State law for commercial transactions, which shall accrue from the Due Date.
  - 3) Payment of services via a check to the Company, which is subsequently returned by the issuing institution shall be charged a maximum return check fee of \$30 per check.

**2.14.3 Billing Disputes****A. General**

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 30 days of the Due Date. For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. Such notice may be sent to the Company by writing to: Uniti National, Billing and Accounting Department, 10802 Executive Center Drive, Suite 300, Little Rock, AR 72211.

**B. Late Payment Charge**

- 1) Late payment charges do not apply to government agencies of the State of South Carolina.
- 2) The undisputed portions of the bill must be paid by the Due Date to avoid assessment of a late payment charge.
- 3) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge, and the Customer shall receive an adjustment on its next bill.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****C. Unresolved Billing Disputes**

- 1) If notice of the disputed charge(s) is received by the Company within thirty (30) days of the Due Date, the Customer may take the following course of action.
- 2) First, the Customer may request and the Company will provide an in-depth review of the disputed amount. After the investigation and review are completed by Company, such amount becomes due and payable at once. In order to avoid disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill. In no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service, and service will not be disconnected for non-payment of any disputed amount during the ORS's review of the dispute.
- 3) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint in writing or by contacting the ORS by phone:

South Carolina Office of Regulatory Staff  
Consumer Services Division  
1401 Main Street, Suite 900  
Columbia, SC 29201  
Phone: 1-803-737-5230 or Toll Free: 1-800-922-1531

ORS Staff may require additional information regarding the dispute and the Company will respond to ORS staff's request within ten (10) business days. The ORS will review the claim regarding the disputed amount, communicate the results of its review to the Customer and Company and require disbursement according to those results.

- 4) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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2.14.4 Suspension of Service for Cause

- A. In the event payment in full is not received from Customer on or before thirty (30) days following the date of the invoice, the Company may suspend all or any portion of service to the Customer. The Company shall exercise this suspension by providing Customer with a minimum of ten (10) days' written notice specifying the past due amount and the services to be suspended. If Company receives the entire past due amount within the ten (10) day notice period, then Customer's service will not be suspended.
- B. If only a portion of the service is initially suspended pursuant to the Company's written notice, and Customer fails to pay the specified past due amount within an additional ten (10) days after the partial suspension of service, then after the additional ten (10) day period, Company may suspend all or any additional portion of the service, with no additional written notice. Further, after the additional ten (10) day period, Company may continue suspension until such time as Customer has paid in full all charges then due, including any late fees as specified herein. Following such payment, Company shall reinstate Customer's services, subject to the Company's right to require the Customer to post a deposit or irrevocable letter of credit as specified in section 2.13 of this tariff.
- C. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving thirty (30) days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- D. Without notice in the event of fraudulent use of the Company's network, the Company may suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- E. Without notice in the event that the Customers use of equipment adversely affects service to others.
- F. Without notice in the event of a hazardous or dangerous condition when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur.
- G. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

- H. For failure of the customer to fulfill his contractual obligations for service and/or facilities subject to regulations by the Commission.
- I. Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six (6) percent).
- J. Except for suspension of service pursuant to section 2.14.4(E), preceding, suspension of service shall not affect the Customer's obligation to pay for the service.

**2.14.5 Ancillary Services and Charges**

Any ancillary services and charges not described in this section will be considered special requests and will be handled on an ICB.

**A. Order Change Charge – Change of Service Date**

If a Customer desires to change the date on which Customer has requested that service be available, other than a request to expedite service pursuant to Section 2.8.5, such change shall be subject to Company's acceptance at Company sole discretion. Such acceptance by Company may be conditioned upon Customer's payment of an Order Change Charge. Customer will also be charged for any charges incurred by the Company from third party providers as a result of Customer's request for change of service date.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****B. Order Change Charge – Change of Information in a Service Order**

If a Customer requests a change to the information contained in a Service Order (other than a change of service date) prior to completion of installation of the Service, Customer may incur an Order Change Charge. No Order Change Charge will be incurred, however, if such requested change is administrative in nature (i.e., billing address, contact information, etc.).

**C. Cancellation of Service Order**

Customer may cancel a Service Order if Company receives the request in writing at least five days prior to the planned installation date. In such case, Company shall have the right to assess a Cancellation Charge equal to fifty percent (50%) of the monthly recurring charges for the cancelled Service plus the greater of any non-recurring costs and waived installation costs or costs reasonably incurred by Company in preparing to provide the Services. If the request to cancel is received less than five days prior to the planned installation date, Customer must pay the early charges set forth in Section 2.16.

**2.15 Outage Credits for Interruptions in Service****2.15.4 General**

The Company shall undertake efforts to avoid unplanned interruptions of service to its Customers, and in the event of such interruptions shall restore service as soon as practical. Planned service outages or interruptions of service, including but not limited to maintenance or testing, as noted in Sections 2.6 and 2.15, shall be made during a period of time that will cause minor, if any, disruptions to and will not unreasonably inconvenience Customers. Planned interruptions of service shall also be communicated to the Customer prior to their occurrence.

- A. An Outage Credit will be given when service is interrupted in a duration equal to or greater than six (6) hours.
- B. An interruption period begins upon the earlier of the Company's actual knowledge of the interruption or the Company's receipt of notice from the Customer of the interruption. An interruption period ends when the service, facility or circuit is operative.
- C. A Customer shall be entitled to an Outage Credit upon the Company's receipt of the Customer's written request for such Outage Credit.
- D. The Outage Credit shall be in the amount of 1/720 of the monthly recurring charge for the service for each hour in excess of the first six (6) hours that the service is interrupted.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

- E. All Outage Credits shall be credited on the Customer's next monthly invoice for the affected service.
- F. The Outage Credit as set forth in this section shall be the sole and exclusive remedy of a Customer in the event of any interruption.

**2.15.5 Limitations of Outage Credits**

No Outage Credit will be made for any interruption in service that is:

- A. Of a duration of less than six (6) hours;
- B. Caused by the Customer or others authorized by the Customer to use the service;
- C. Due to scheduled maintenance where the Customer has been notified of the scheduled maintenance in advance;
- D. Caused by an interruption or failure on another carrier's network connected to the service of the Company;
- E. Due to the failure of power, facilities, equipment, systems, connections, or services not provided by the Company;
- F. Due to circumstances or causes beyond the control of the Company; or
- G. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions.

**2.16 Cancellation of Service**

Once the Service Commencement Date has passed and the Customer has accepted the service, the Customer must pay for the service as indicated on the Service Order through the term indicated on such Service Order, regardless of whether the Customer is actually using the service, provided that upon thirty (30) day's prior written notice, either the Customer or the Company may, without any cancellation of service liability, cancel the affected portion of any service if the Company is prohibited by governmental authority from furnishing, or the Customer is prohibited from using such portion, or if any material rate or term contained in this tariff and relevant to the affected portion of any service is substantially changed by order of the Commission, the Federal Communications Commission, the highest court of competent jurisdiction to adjudicate the matter, or other local, state or federal government authority.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.17 Customer Liability for Unauthorized Use of the Network and/or Services****2.17.4 Unauthorized Use of the Network and/or Services**

- A. Unauthorized use of the Network and/or Services occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network or services, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network or services, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
- 2) Using the Network or services to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  - 3) Using or attempting to use the Network or services with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid number, false credit devices or electronic devices;
  - 4) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.17.5 Liability for Unauthorized Use**

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network and/or services, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary, or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network and/or services.

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**SECTION 3 – DESCRIPTION OF SERVICE (Cont'd)****3.1     General**

The various types of service offered by the Company are described below. The Company's services are billed at predetermined monthly rates, unless there is a contract for a longer billing period. Recurring charges are billed in advance of the month in which the service is provided. Any optional features and extraordinary installation costs other than recurring and nonrecurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or on an individual case basis as described in Section 3.6.

**3.2     Service Configurations**

There are two types of service configuration over which Company's services are provided: point-to-point and multipoint service.

**3.2.1   Point-to-Point Service**

Point-to-Point Service connects two premises designated by the Customer, either on a directly connected basis or through a hub where multiplexing functions are performed.

**3.2.2   Multipoint Service**

Multipoint Services connect three or more premises designated by the Customer through a Company hub. While there is no limitation on the number of locations that may be connected through multipoint service, the quality of service may be degraded when more than three points are connected. Multipoint services may be provided where it is technically possible to provide those services. However, if the Company determines that the requested multipoint service is not feasible, the Customer will be notified and provided an opportunity to change the order within forty-five (45) days.

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**SECTION 3 – DESCRIPTION OF SERVICE (Cont'd)****3.3     Service Descriptions and Technical Specifications**

The Company plans to offer the following services:

**3.3.1     50Mbps, 100Mbps through 1Gbps (in 100Mb increments) and 10Gbps Ethernet Service**

The Company provides point-to-point Ethernet services provided between locations designated by the Customer and/or between such locations and a Company hub, through fiber optic cable owned or controlled by Company.

**3.3.2     DS-1 through OC-192 Private Line service**

The Company provides Private Line service designed to transport high bandwidth voice, data, and video applications that demand the full-time availability of a dedicated service. This service provides point-to-point or point to multi-point dedicated connections between two of your locations or local access to an inter-exchange carrier (IXC) point of presence (POP).

**3.3.3     1 Gbps, 2.5 Gbps and 10 Gbps Wavelengths**

The Company provides point-to-point Wavelength services provided between locations designated by the Customer and/or between such locations and a Company hub, through fiber optic cable owned or controlled by Company.

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**SECTION 3 – DESCRIPTION OF SERVICE (Cont'd)****3.4 Rate Categories**

There are six rate categories that may apply to the Company's Services.

**3.4.1 Channel Terminations**

The Channel Termination Rate category provides for the communications path between two premises designated by a Customer. Included as part of the Channel Termination is a standard channel interface arrangement that defines the technical characteristics associated with the type of facilities to which the Company's service is to be connected, and the type of signaling capability (if any). One Channel Termination charge applies per Customer designated premises at which the service is terminated.

**3.4.2 Channel Mileage**

The Channel Mileage Rate category provides for the transmission facilities between two or more premises designated by a Customer.

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**SECTION 3 – DESCRIPTION OF SERVICE (Cont'd)****3.4.3 Extraordinary Charges**

From time to time, Customers may request special services not addressed specifically by rate elements in this Tariff, or services to locations that may cause Company to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

Additional construction costs  
Building space rental or rights-of-way costs  
Additional equipment  
Special facilities routing

In these cases, the Customer will be billed additional charges on an ICB.

**3.4.4 Volume Discounts**

Where the Customer subscribes to substantial volumes of the Company's services, discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply on an individual customer basis.

**3.4.5 Term Discounts**

Customers will be eligible for discounts for executing agreements for services for one to ten years.

**3.5 Application of Rate Elements**

The rates described in Section 4.4 of this Tariff apply to the following services:

**3.5.1 Point-to-Point Services**

Channel Terminations  
Channel Mileage  
Optional Features and Functions  
Extraordinary Charges  
Volume Discounts  
Term Discounts

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**SECTION 3 – DESCRIPTION OF SERVICE (Cont'd)****3.5.1.1     Multipoint Services**

Channel Terminations  
Channel Mileage  
Optional Features and Functions  
Extraordinary Charges  
Volume Discounts  
Term Discounts

**3.6     Contract Rates – Special Pricing Arrangements – ICB**

- 3.6.1     In lieu of the rates, terms and conditions set forth in this Tariff, rates and charges may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other Customers. Such arrangements shall be considered Special Pricing Arrangements, the term of which will be set forth in individual Customer contracts. Unless otherwise specified in the individual Customer contract, the terms, conditions, obligations and regulations set forth in this Tariff shall not be incorporated into, and not become a part of, said contract, and shall not be binding on the Company and the Customer. In the event of a conflict between the terms and conditions of this Tariff and an individual Customer contract, the terms and conditions from the individual Customer contract shall apply.
- 3.6.2     In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the telephone company, at the Company's option.

**3.7     Taxes****3.7.1     Sales, Use and Excise Taxes**

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

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**SECTION 3 – DESCRIPTION OF SERVICE (Cont'd)**

**3.8     Temporary Promotional Programs**

The Company may establish temporary promotional programs wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service no previously subscribed to by the Customer.

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**SECTION 4 – RATES AND CHARGES****4.1 General Regulations**

4.1.1 Except as specifically indicated, the rates set forth in this section are for transport services where the originating and terminating points are on Company's existing network. In all other situations, special construction charges may apply in order to connect locations to Company's network.

4.1.2 Services may be provided using one, or a combination of rate elements as outlined in this Tariff.

**4.2 Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges**

From time to time, Customers may request changes to pending orders, rearrangements to existing service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse the Company for the increased expenses incurred on an ICB.

**4.3 Special Construction****4.3.1 Bases for Rates and Charges**

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

4.3.2 The costs referred to in Section 4.4.1 may include one or more of the following items to the extent that they are applicable:

A. Installed cost of the facilities, including estimated costs for the rearrangement of existing facilities. Cost installed includes the cost of:

1. equipment and materials provided or used,
2. engineering, labor and supervision,
3. transportation, and
4. rights-of-way;

B. cost of maintenance;

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**SECTION 4 – RATES AND CHARGES**

- C. depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes, and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing, and related fees;
- F. tariff preparation, processing, and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

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**SECTION 4 – RATES AND CHARGES****4.4 Rates****4.4.1 Ethernet Services**

<u>Bandwidth</u>	<u>Month to Month Basis</u>		<u>Individual Case Basis</u>	
	<u>MRC</u>	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>
50Mbps	TBD*	TBD*	ICB	ICB
100Mbps	TBD*	TBD*	ICB	ICB
200Mbps	TBD*	TBD*	ICB	ICB
300Mbps	TBD*	TBD*	ICB	ICB
400Mbps	TBD*	TBD*	ICB	ICB
500Mbps	TBD*	TBD*	ICB	ICB
600Mbps	TBD*	TBD*	ICB	ICB
700Mbps	TBD*	TBD*	ICB	ICB
800Mbps	TBD*	TBD*	ICB	ICB
900Mbps	TBD*	TBD*	ICB	ICB
1000Mbps	TBD*	TBD*	ICB	ICB
10Gbps	TBD*	TBD*	ICB	ICB

\* Rates to be determined at a later date.

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

		<u>Month to Month Basis</u>		<u>Individual Case Basis</u>	
4.4.2	<u>Private Line Services</u>				
	<u>Bandwidth</u>	<u>MRC</u>	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>
	DS-1	TBD*	TBD*	ICB	ICB
	DS-3	TBD*	TBD*	ICB	ICB
	OC-3	TBD*	TBD*	ICB	ICB
	OC-12	TBD*	TBD*	ICB	ICB
	OC-48	TBD*	TBD*	ICB	ICB
	OC-192	TBD*	TBD*	ICB	ICB
4.4.3	<u>Wavelength Services</u>				
	<u>Bandwidth</u>	<u>MRC</u>	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>
	1 Gbps	TBD*	TBD*	ICB	ICB
	2.5 Gbps	TBD*	TBD*	ICB	ICB
	10 Gbps	TBD*	TBD*	ICB	ICB
4.4.4	<u>Service Elements</u>				
4.4.4.1	<u>Nonrecurring Charges</u>				
		<u>Month to Month Basis</u>		<u>Individual Case Basis</u>	
	Administrative Charge:	TBD*		ICB	
	Design and Central Office Connection Charge:	TBD*		ICB	
	Customer Connection Charge:	TBD*		ICB	
	Local Distribution Channel:	TBD*		ICB	
	Channel Mileage Termination:	TBD*		ICB	
	Channel Mileage:	TBD*		ICB	
	Optional Features:				
	Add/Drop Multiplexing:	TBD*		ICB	
	Add/Drop Function:	TBD*		ICB	

\* Rates to be determined at a later date.

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**EXHIBIT D****Management Biographies****Kenny Gunderman*****CHIEF EXECUTIVE OFFICER***

Kenny Gunderman is president and chief executive officer of Uniti Group Inc. He has 20 years of experience in the telecommunications industry and is focused on growing Uniti's real estate portfolio of mission critical communications infrastructure. He has prior experience at Stephens, Lehman Brothers and KPMG. He currently serves on the board of the Arkansas Game and Fish Foundation and the Hendrix College Board of Trustees. Mr. Gunderman holds a Bachelor of Arts degree from Hendrix College and an MBA from Yale.

**Mark A. Wallace*****EXECUTIVE VICE PRESIDENT – CHIEF FINANCIAL OFFICER AND TREASURER***

Mark A. Wallace is an executive vice president, chief financial officer and treasurer of Uniti (formerly CS&L). Wallace is a veteran of the real estate investment trust ("REIT") industry and responsible for the company's corporate reporting, finance, capital markets, capital planning, information technology, human resources, tax, Internal audit, risk management, investor relations, and treasury teams.

Mr. Wallace has 30 years of experience, previously serving as a managing director at Fortress Investment Group Inc., a global private equity, real estate and asset management firm. At Fortress, he also served as CFO and treasurer of New Senior Investment Group Inc., a NYSE listed senior housing REIT that completed a spin-off in late 2014. He was previously the senior vice president, CFO and treasurer of Westwood Holdings Group Inc., a global asset management firm, and the executive vice president, chief financial officer and treasurer of HCP, Inc., an S&P 500 healthcare REIT. Mr. Wallace has a bachelor's in business administration from Texas Tech University and an MBA from Colorado State University. He is a certified public accountant in Texas.

**Daniel Heard*****EXECUTIVE VICE PRESIDENT – GENERAL COUNSEL AND SECRETARY***

Daniel Heard is an executive vice president, general counsel and secretary for Uniti (formerly CS&L). Heard is responsible for the company's legal affairs and corporate governance. Mr. Heard previously was a partner in the law offices of Kutak Rock LLP in Little Rock, Arkansas. At Kutak Rock, Heard represented public companies in corporate, securities and merger and acquisition transactions. His clients comprised a wide range of industries, including telecommunications, information technology and food processing. He has more than 17 years' experience in negotiating, structuring and consummating mergers and acquisitions, public offerings of debt and equity securities and other corporate finance transactions. Mr. Heard graduated from the William H. Bowen School of Law at the University of Arkansas at Little Rock and has a Bachelor of Arts from the University of Central Arkansas.

**Michael Friloux***SENIOR VICE PRESIDENT AND CHIEF TECHNOLOGY OFFICER*

Michael Friloux is a senior vice president and the chief technology officer of Uniti (formerly CS&L). He has over 30 years of telecommunications and information systems technology experience and is focused on future proofing Uniti's information technology systems. Mr. Friloux previously was chief executive officer and president of PEG Bandwidth where he led the wireless backhaul provider through a time of rapid expansion serving 2,400 cell towers over a 15,000 route mile network through 16 states. Prior to joining PEG Bandwidth, Mr. Friloux served as president and chief operations officer for Citynet Fiber Networks where he developed the company into a leading regional wholesale carrier network spanning 13 states and 8,000 route miles. Mr. Friloux started his career as a software engineer for Sabre Computer Services (American Airlines.) He holds a Bachelor of Science degree from Oklahoma State University.

**Andy Newton***PRESIDENT, APPLICANT*

Andy Newton is President of Applicant where he stewards Uniti's efforts to design, build and operate its fiber network infrastructure. Mr. Newton was the co-founder of Southern Light, and for the previous 19 years served as its President and CEO where he led the overall operations, strategic guidance and culture of the company. Under his direction, Southern Light grew to become one of the top 10 largest pure fiber optic providers in the country. Mr. Newton received an Economics degree from Birmingham Southern College and enjoys providing leadership to non-profits that focus on education and community planning and development.

**Greg Ortyl***SR. VP – SALES*

Greg Ortyl is senior vice president of sales at Applicant. Mr. Ortyl is a seasoned technology sales executive with a long history of building lasting relationships across the telecommunications industry. Prior to the creation of Applicant Ortyl held the same role at PEG Bandwidth and has focused much of his career on the wireless backhaul industry.

Prior to working at PEG, Mr. Ortyl served as vice president and director of backhaul sales at Level 3 Communications. In this role he managed a team of sales people and formed key relationships with major US wireless carriers. He also held the position of national account director at FiberTower. Mr. Ortyl holds a bachelor's degree in communications and an MBA from St. Louis University.